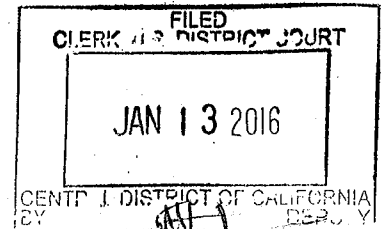


Yoshio I Acosta 67698-221
Federal Correctional Insitute 2
Post Office Box 3850
Adelanto, California 92301



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

YOSHIO I ACOSTA,
Plaintiff,

v.

CENTRAL FINANCE CONTROL,
Defendant.

Case No. EDCV 16-74 VAP (DTB)

COMPLAINT

A.

JURISDICTION

1. This is an action that alleges that this court has federal question jurisdiction over this action pursuant to 28 U.S.C. § 1331 because this is a civil action arising out federal laws of the United States.

B.

DEFINITIONS

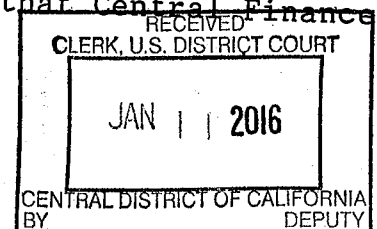
2. The plaintiff, Yoshio I Acosta is a "consumer" as defined by 15 U.S.C. § 1692a(3), as "any natural person obligated or allegedly obligated to pay any debt".

3. The defendant, Central Finance Control is a "debt collector" as defined by 15 U.S.C. § 1692a(6), as "any person who uses any instrumentality of interstate commerce or the mails in any business the principle purpose of which is the collection of any debts owed or due or asserted to be owed or due to another."

C.

STATEMENT OF THE CASE

4. On October 12, 2015, The plaintiff obtained a copy of his credit report from TranUnion LLC which revealed that Central Finance



1 Control ("defendant") had placed an entry on the plaintiffs credit
2 report communicating that the plaintiff allegedly had an account
3 in default with the defendant in the amounts of:

4 a. CREDITOR: Central Finance Control AMOUNT: \$887.00

5 DATE UPDATED: 03/23/2011

6 b. CREDITOR: Central Finance Control AMOUNT: \$449.00

7 DATE UPDATED: 03/23/2011

8 c. CREDITOR: Central Finance Control AMOUNT: \$695.00

9 DATE UPDATED: 03/23/2011

10 d. CREDITOR: Central Finance Control AMOUNT: \$1,255.00

11 DATE UPDATED: 03/23/2011

12 See Exhibit A.

13 5. The defendant took receipt of the plaintiffs "Notice
14 of Administrative Remedy", which was signed and executed by the plaintiff
15 on November 11, 2015. In that document, the plaintiff requested that the
16 defendant validate the alleged debt pursuant to the Fair Debt
17 Collection Practices Act or also known as the "FDCPA", 15 U.S.C.
18 § 1692g(a) and § 1692g(b) through regular mail. See Exhibit B.

19 6. On November 11, 2015, The plaintiff sent to
20 Central Finance Control a "Debt Disclosure Statement" which asked
21 several questions such as, (1) Name of the Debt Collector, (2) Address
22 of Debt Collector, (12) Did debt collector purchase this alleged
23 account from a previous debt collector?, (15) What are the terms of the
24 transfer rights re this alleged account?, (17) If the transfer of
25 rights re this alleged account was by assignment, was there consideration
26 (33) Does there exist verifiable evidence of an exchange of a benefit
27 or detriment between debt collector and alleged Debtor? (37) Have

1 any charge-offs been made by any creditor or debt collector regarding
 2 this alleged account? (38) Have any insurance claims been made by any
 3 creditor or debt collector regarding this alleged account? (43) At the
 4 time the alleged original contract was executed, were all parties
 5 apprised that said alleged original contract was executed, were all
 6 parties apprised that said alleged contract was a private credit
 7 instrument? See Exhibit C.

8 7. After multiple attempts to verify assignment of debt,
 9 executed contracts, and verifiable evidence, the defendant knowingly
 10 continues to ignore the requests. The defendant has a fiduciary responsibility to
 11 make sure any request by a consumer regarding a debt existing is provided.

12 D.

CLAIM ONE

13 8. The plaintiff asserts that the defendant violated section
 14 15 U.S.C. § 1692e(2)(A) of the Fair Debt Collection Practices Act when
 15 the defendant reported to Equifax Information Services, Experian
 16 Information Solutions, and TransUnion, LLC that the plaintiff is in
 17 default with the defendant in the amounts of \$887.00, \$449.00, \$695.00,
 18 and \$1,255.00 through assignment from Medical-Sierra Providence East,
 19 Medical-Chamizal Emergency, and Medical-Questcare er Del Sol.

20 See Exhibit A.

21 9. Black's Law Dictionary Deluxe Ninth Edition defines
 22 "Assignment" as the "Transfer of rights or property". Question 17 of
 23 the "Debt Disclosure Statement" asks, "If the transfer of rights re
 24 this alleged account was by assignment, was there consideration?".
 25 The defendant never responded to this question. See Exhibit C.

26 10. The "CAVEAT" on page 3, Section 4(b)(I) of the "Notice of
 27 Administrative Remedy" says, the "Debt Collector's failure in providing

1 respondent the requisite Verification, Validating the above referenced
 2 alleged debt within the requirements of law.....debt collector tacitly
 3 agrees that: (1) Debt Collector has no lawful, bona fide, verifiable
 4 claim regarding the above referenced account." See Exhibit B.

5 11. Tourgeman v. Collins Fin. Servs 755 F. 3d 1119 states the
 6 "false representation of the character, amount, or legal status of any
 7 debt" is prohibited by the ("FDCPA"). The defendant intended to
 8 manipulate the plaintiff by falsely representing the alleged debt even
 9 though it was never assigned by the original creditors - Medical-Sierra
 10 Providence East, Medical-Chamizal Emergency, and Medical-Questcare er
 11 Del Sol.

12 12. The plaintiff hereby seeks statutory damages in the amount
 13 of \$1,000.00 for each of the three (3) violations of 15 U.S.C. § 1692
 14 e(2)(A) made by the defendant.

15 E.

CLAIM TWO

16 13. The plaintiff asserts that the defendant violated section
 17 15 U.S.C. § 1692e(8) of the Fair Debt Collection Practices Act when the
 18 defendant communicated false information concerning the alleged debts
 19 which the plaintiff never owed to the defendant. The defendant
 20 communicated to Equifax Information Services, Experian Information
 21 Solutions and TransUnion, LLC false information.

22 14. Question thirty three (33) of the "Debt Disclosure Statement"
 23 asks, "Does there exist verifiable evidence of an exchange of a
 24 benefit or detriment between debt collector and alleged debtor?". The
 25 defendant never responded to this question. See Exhibit C.

26 15. The "CAVEAT" on page 3, Section 4(b)(II) of the "Notice
 27 of Administrative Remedy" says, The "Debt Collector's failure in

1 providing respondent the requisite Verification, Validating the above
2 referenced alleged debt within the requirements of law.....debt collector
3 tacitly agrees that: (II) Debt Collector waives all claims against the
4 respondent. See Exhibit B.

5 16. By not responding to Notice which was mailed to the
6 defendant, The defendant automatically agrees to waive all claims
7 against the plaintiff. By not responding to question thirty three (33)
8 of the "Debt Disclosure Statement", The defendant agrees that there was
9 never verifiable evidence of an exchange of a benefit or detriment
10 between the debt collector and plaintiff. See Exhibit C.

11 17. Guerrero v. RJM Acquisitions LLC. 499 F.3d 943 (9th Cir.
12 U.S. App LEXIS 20072) states "Communicating or threatening to communicate
13 to any persons credit information which is known.....to be false." In
14 order to sustain section 1692e(8),, Central Finance Control never had
15 "Verifiable evidence of an exchange of a benefit or detriment between
16 debt collector and alleged debtor."

17 18. The plaintiff hereby seeks statutory damages in the
18 amount of \$1,000.00 for each of the three (3) violations of 15 U.S.C.
19 § 1692e(8) made by the defendant.

20 F.

CLAIM THREE

21 19. The plaintiff asserts that the defendant violated section
22 15 U.S.C. § 1692e(10) of the Fair Debt Collection Practices Act ("FDCPA")
23 when the defendant used false and deceptive means to collect debts from
24 the plaintiff when the defendant original creditor had written off the
25 debt against their balance sheet as a charge off. By communicating
26 false information, the defendant attempted to gain an advantage of an
27 unsophisticated consumer through false misrepresentation. See Exhibit A.

1 20. Heathman v. Porfolio Recovery Assoc., LLC, U.S. Dist.
2 LEXIS 27057 (9th Cir. 2013) states, " A debt collector violates
3 [section 1692e(10)] if it ' use[s]a false representation or
4 deceptive means to collect or attempt to collect any debts or to obtain
5 information concerning a consumer' (a debt collectors representation
6 that a debt is owed to it when in fact it is not, amounts to a
7 misrepresentation barred by the "FDCPA".)

8 21. The plaintiff hereby seeks statutory damages in the
9 amount of \$1,000.00 for each violation of 15 U.S.C. § 1692e(10) made
10 by the defendant.

11 G.

CLAIM FOUR

12 22. The plaintiff asserts that the defendant violated section
13 15 U.S.C. § 1692e(12) of the Fair Debt Collection Practices Act when
14 the defendant communicated the false representation that the alleged
15 accounts were turned over to Central Finance Control for value to
16 Equifax Information Services, Experian Information Solutions,
17 an TransUnion LLC.

18 23. Question nine (9) of the "Debt Disclosure Statement"
19 asks, "Does Debt Collector have a bona fide affidavit of assignment
20 for entering into alleged original contract between alleged original
21 Creditor and alleged Debtor?" See Exhibit C.

22 24. The "CAVEAT" on page 4, Line Item 7 states, "In the
23 event that the debt collector does not respond to this "NOTICE" within
24 the presribed time limit for response and there has likewise been no
25 no request for extension of time with good cause shown therein, then
26 the debt collector agrees that the debt collector has submitted a fraudul
27 claim against respondent, and respondent can file a new lawsuit for costs,

1 fees, and injuries incurred defending against this fraudulent collection
2 by debt collector regarding the above referenced account." See Exhibit B.

3 25. By not responding nor requesting a reasonable extension,
4 the defendant tacitly agrees that a fraudulent claim against the plaintiff
5 was submitted. The defendant never received valid assignment to pursue
6 or report to the major credit reporting agencies regarding the debts
7 associated with the plaintiff.

8 26. Fortunato v. Hopp Law Firm, LLC, 2012 U.S. Dist. LEXIS
9 152712 (9th Circuit) states, "Section 1692e(12) prohibits the false
10 representation or implication that accounts have been turned over to
11 innocent purchasers for value". When determining whether a misrepresentati
12 in a debt collection has been made, the court must apply the
13 "least sophisticated debtor" standard. The analysis is objective and
14 "Takes into account whether the "Least sophisticated debtor" would
15 likely be misled by a communication." (quoting Donohue v. Quick Collect,
16 Inc., 592 F.3d 1027. 1030 (9th Cir.)) The plaintiff was falsely represente
17 by the defendant of the transfer of debt by the original creditor.

18 27. The plaintiff hereby seeks statutory damages in the amount
19 of \$1,000.00 for each of the three (3) violations of 15 U.S.C. §
20 1692e(12) made by the defendant.

21 H.

CLAIM FIVE

22 28. The plaintiff asserts that the defendant violated section
23 15 U.S.C. § 1692f(1) of the Fair Debt Collection Practices Act when the
24 defendants unconscionable means to attempt to collect alleged debts by
25 reporting to Equifax Information Services, Experian Information Solutions
26 and Trans Union LLC that Central Finance Control had obtained
27 legal permission documented by a valid assignment and was told

1 that the plaintiff was now in default with debts owed to the defendant.
 2 This was an attempt to force the plaintiff to pay monies allegedly owed
 3 to the defendant when in fact, no evidence was ever sent to the
 4 plaintiff that he owed the debt.

5 29. Sukiasyan v. OCS Recovery Inc., U.S. Dist. LEXIS 29877
 6 (9th Cir. 2013) states, "a debt collector may not use unfair or
 7 unconscionable means to collect or attempt to collect any debt. Without
 8 limiting the general application of the foregoing, the following
 9 conduct is a violation of this section: (1) The collection of any amount
 10 (including any interest, fees, charge, or expense incidental to the
 11 principle obligation) unless such amount is expressly authorized by
 12 the agreement creating the debt or permitted by law." Minus the
 13 agreement to collect on the attempted debt, the defendant is in direct
 14 violation of this section.

15 30. The plaintiff hereby seeks statutory damages in the amount
 16 of \$1,000.00 for each of the three (3) violations of 15 U.S.C. § 1692f(1)
 17 made by the defendant.

18 I.

DAMAGES

19 31. 15 U.S.C. § 1692 - Civil Liability - (a) Amount of Damages
 20 Except as otherwise prohibited by this section, any debt collector who
 21 fails to comply with any provision of this title (15 USCS §§ 1692 et seq.)
 22 with respect to any person liable to such person in the amount equal to
 23 the sum of:
 24 (2)(A) in the case of any action by an individual, such additional
 25 damages as the court may allow, but not exceeding \$1,000.00

26 J.

REQUESTED RELIEF

27 CLAIM ONE: The violation of 15 U.S.C. § 1692e(2)(A) is \$1,000.00

1 for each of the four (4) alleged debts the defendant falsely reported
2 to Equifax Information Services, Experian Information Solutions, and
3 Trans Union, LLC, and \$1,000.00 for the false representation
4 of debt reported to all three credit reporting agencies.

5 TOTAL DAMAGES: + \$12,000.00

6 **CLAIM TWO:** A violation of 15 U.S.C. § 1692e(8) of the ("FDCPA") is
7 \$1,000.00 for each of the four (4) alleged debts the defendant falsely
8 reported to Equifax Information Services, Experian Information Solutions,
9 and Trans Union, LLC, and \$1,000.00 for each of the credit reporting
10 agencies the false information was reported to.

11 TOTAL DAMAGES: + \$12,000.00

12 **CLAIM THREE:** A violation of 15 U.S.C. § 1692e(10) of the ("FDCPA") is
13 \$1,000.00 for each of the four (4) alleged debts the defendant falsely
14 reported to Equifax Informaon Services, Experian Information Solutions,
15 and Trans Union, LLC, and \$1,000.00 for the false communication made by
16 the defendant to the three credit reporting agencies.

17 TOTAL DAMAGES: + \$12,000.00

18 **CLAIM FOUR:** A violation of 15 U.S.C. § 1692e(12) of the ("FDCPA") is
19 \$1,000.00 for each of the four (4) alleged debts the defendant falsely
20 reported to Equifax Information Services, Experian Information Solutions,
21 and Trans Union, LLC, and \$1,000.00 for the false representation made
22 by the defendant regarding the plaintiffs alleged debt reported to the
23 three credit reporitng agencies.

24 TOTAL DAMAGES: + \$12,000.00

25 **CLAIM FIVE:** A violation of 15 U.S.C. § 1692f(1) of the ("FDCPA") is
26 \$1,000.00 for each of the four (4) alleged debts the defendant falsely
27 reported to Equifax Information Services, Experian Information Solutions,

1 and Trans Union, LLC, and \$1,000.00 for the unconscionable means the
2 defendant used to collect the alleged debts from the plaintiff.

3 TOTAL DAMAGES: + \$12,000.00

4 32. The total amount of damages requested by the plaintiff is
5 \$60,350.00.

6 33. The \$350.00 added is the court cost associated with this
7 section.

8 I Yoshio I Acosta, hereby declare under penalty of perjury in the
9 State of California, the the information stated above and any
10 attachments to this form is true and correct.

11
12
13 DATED:

BY: _____

Yoshio I Acosta

EXHIBIT

A

-Begin Credit Report-

Personal Information

You have been on our files since 05/01/2002

SSN: XXX-XX-4534

Date of Birth: 09/18/1984

Names Reported: YOSHIO I. ACOSTA

Addresses Reported:

Address	Date Reported	Address	Date Reported
PO BOX 3850, ADELANTO, CA 92301-0709	07/15/2015	10364 VALLE FERTIL DR, EL PASO, TX 79927-3897	09/05/2006
1287G REID RD, EL PASO, TX 79927-4832	01/24/2007	1287 REID RD APT G, EL PASO, TX 79927-4832	10/24/2005
10308 REID RD, EL PASO, TX 79927-4805		15100 GWENDOLYN DR, EL PASO, TX 79938-9293	11/15/2010
4649 TURF RD TRLR 9, EL PASO, TX 79938-9738	10/05/2010	15580 SALT BUSH DR, EL PASO, TX 79938-8224	10/18/2009
1287F REID RD, EL PASO, TX 79927-4832	06/19/2009	367 ESCALANTE DR APT A, SOCORRO, TX 79927-1492	11/15/2007
295 GRANILLO ST, EL PASO, TX 79907-6825	03/06/2007	9030 BETEL DR, EL PASO, TX 79907-2900	11/15/2006

Telephone Numbers Reported:

(915) 858-8769 (915) 790-0769 (915) 726-1101 (915) 872-9074 (915) 849-9090 (915) 858-4334 (915) 276-8883
(915) 540-3790 (915) 226-1969 (773) 269-1581 (915) 790-3521

Account Information

Typically, creditors report any changes made to your account information monthly. This means that some accounts listed below may not reflect the most recent activity until the creditor's next reporting. This information may include things such as balances, payments, dates, remarks, ratings, etc. The key(s) below are provided to help you understand some of the account information that could be reported.

Rating Key

Some creditors report the timeliness of your payments each month in relation to your agreement with them. The ratings in the key below describe the payments that may be reported by your creditors. Any rating that is shaded indicates that it is considered adverse. Please note: Some but not all of these ratings may be present in your credit report.

N/R	X	OK	30	60	90	120	COL	VS	RPO	C/O	FC
Not Reported	Unknown	Current	30 days late	60 days late	90 days late	120+ days late	Collection	Voluntary Surrender	Repossession	Charge Off	Foreclosure

Adverse Accounts

CENTRAL FINANCE CONTROL #102628**** (PO BOX 660873, DALLAS, TX 75266, (888) 233-7880)

Placed for collection: 05/18/2010 Balance: \$887 Pay Status: >In Collection<
Responsibility: Individual Account Date Updated: 03/23/2011
Account Type: Open Account Original Amount: \$887
Loan Type: COLLECTION AGENCY/ATTORNEY Original Creditor: MEDICAL-SIERRA PROVIDENCE EAST
MEDICAL (Medical/Health Care)

Remarks: >PLACED FOR COLLECTION<

Estimated month and year that this item will be removed: 01/2017

CENTRAL FINANCE CONTROL #104255**** (PO BOX 660873, DALLAS, TX 75266, (888) 233-7880)

Placed for collection: 07/05/2010 Balance: \$449 Pay Status: >In Collection<
Responsibility: Individual Account Date Updated: 03/23/2011
Account Type: Open Account Original Amount: \$449
Loan Type: COLLECTION AGENCY/ATTORNEY Original Creditor: MEDICAL-SIERRA PROVIDENCE EAST
MEDICAL (Medical/Health Care)

Remarks: >PLACED FOR COLLECTION<

Estimated month and year that this item will be removed: 03/2017

CENTRAL FINANCE CONTROL #94180**** (PO BOX 660873, DALLAS, TX 75266, (888) 233-7880)

Placed for collection: 09/10/2009 Balance: \$695 Pay Status: >In Collection<
Responsibility: Individual Account Date Updated: 03/23/2011
Account Type: Open Account Original Amount: \$695
Loan Type: COLLECTION AGENCY/ATTORNEY Original Creditor: MEDICAL-SIERRA PROVIDENCE EAST
MEDICAL (Medical/Health Care)

Remarks: >PLACED FOR COLLECTION<

Estimated month and year that this item will be removed: 04/2016

EXHIBIT

B

NOTICE

DATE: 11-04-2015

Yoshio I Acosta
(Consumer)

Certified Mail Number

#

Social Security Number

XXX-XX-4534

Central Finance Control
(Debt Collector)

Alleged Account(s)

102628xxxxxx --A

104255xxxxxx --B

94180xxxxxx --C

97504xxxxxx --D

SUBJECT: Request for Validation of Debt, and Notice of Reservation of Rights for initiating a Counter Claim against the Debt Collector's official Bond.

Consumer's Private Notice of Administrative Remedy

The private notice of administrative remedy demand is binding upon every principle agent regarding the subject matter set forth herein above.

Written communication for Validation of alleged debt(s) pursuant to Fair Debt Collection Practices Act, 15 U.S.C. § 1692 (a)(1).

It has come to my attention after reviewing a copy of my credit report dated 10/12/2015 that your agency has communicated to Equifax, Transunion or Experian that I owe (\$) A)\$887 C)695 B)\$449 D)1,225 to your company. Please note that I consider your demand for money a written communication from a debt collector. I now exercise my rights pursuant to 15 U.S.C. § 1692(a)(1) and request validation of the alleged debt.

I have included with this notice for proof of debt also known as a "DEBT COLLECTION DISCLOSURE STATEMENT" for the legitimate purpose of insuring that your agency's validation is executed in accordance with the laws codified in TITLE 15 U.S.C. § 1692g and must be completed in full by your agency and returned to me within thirty day.

of your agency's receipt.

CAVEAT

1. I am respectfully providing advance notice to your agency of the civil liabilities under TITLE 15 U.S.C. § 1692 for failure to comply with said provisions of this title [15 USCS §§ 1692 et seq.].

2. Upon receipt of this NOTICE, The debt collector must cease all collection activity regarding the alleged debt(s) until the respondent is sent the herein requested verification as required by the FAIR DEBT COLLECTION PRACTICES ACT.

3. If debt collector, such as by commission, omission, and other wise:

- (a) Fails in giving respondent full disclosure regarding the nature and cause of debt collector's claim concerning the herein above referenced alleged debt.
- (b) Makes false representation of the character of herein above referenced alleged debt.
- (c) Makes false representation of the legal status of the herein above referenced alleged debt.
- (d) Makes any threat of action that cannot legally be taken in violation of any applicable law, such as the law at the FAIR DEBT COLLECTION PRACTICES ACT.

Respondent may initiate a counterclaim and claim against the debt collector's bond as well as bonds of any principle agent, and assignee of debt collector whose acts and omissions result in the respondent sustaining any tort injury.

4. Debt Collector is also hereby given Notice that:

DISCLOSURE STATEMENT ATTACHED

(a) Debt Collector's unsubstantiated demand for payment. A
a scheme to be delivered by mail may constitute mail fraud
under the State and Federal Laws. (Debt Collector may wish
to consult with a competent legal council before
originating any further communication with respondent)

(b) Debt Collector's failure in providing respondent the
requisite Verification, Validating the above referenced
alleged debt within the requirements of law as coded in the
FAIR DEBT COLLECTION PRACTICES ACT and the corresponding
laws of each state signifies that debt collector tacitly
agrees that:

- I Debt Collector has no lawful, bona fide, verifiable claim
regarding the above referenced alleged account.
- II Debt Collector waives any and all claims against respondent.
- III Debt Collector tacitly agrees that Debt Collector will
compensate respondent for al cost, fees, and expenses
incurred in defending against this claim and any continued
fraudulent collection attempts regarding the above referenced
alleged account.

5. This is also an attempt for determining the nature and basis
of a case or counterclaim against the debt collector, and any
information contained within debt collector's commission, omission,
and the like will be used for that purpose.

**THIS IS A NOTICE OF RESERVATION OF RIGHT FOR INITIATING A
COUNTERCLAIM AND FILING A CLAIM AGAINST AN OFFICIAL BOND:**

Central Finance Control
NAME OF COMPANY OR BOND HOLDER

*****CAVEAT*****

7. In the event that the debt collector does not respond to this "Notice" within the prescribed time limit for response and there has likewise been no request for extension of time with good cause shown therein, then the debt collector agrees that debt collector has submitted a fraudulent claim against respondent, and respondent can file a law suit for costs, fees, and injuries incurred defending against this fraudulent collection by debt collector regarding the above referenced account.

VERIFICATION AND CERTIFICATION

8. The undersigned consumer, Yoshio I Acosta does herein swear, declare, and affirm that this notice for validation of debt and reservation of rights that the consumer can competently state the matter set forth herein, that the contents are true, correct, and complete. This verification and certification is executed this 4th day of November 2015.



(Signature of Consumer)

PROOF OF SERVICE

I declare under penalty of perjury under the State of California that I personally mailed a "Notice for Validation of Debt" (5 Pages) and "Debt Collector's Disclosure Statement" (3 Pages) to all parties listed below at:

Central Finance Control
1500 South Douglass Road
Anaheim, CA 92806

On this 4th day of November 2015, I certify this to be true, correct, and complete.



(Signature of Consumer)

EXHIBIT

C

DEBT COLLECTOR DISCLOSURE STATEMENT

This statement and the answers contained herein may be used by the respondent in any court of competent jurisdiction.

Respondent's Private NOTICE of Administrative Remedy

NOTICE: This Debt Collector Disclosure Statement is not a substitute nor the equivalent of the hereinabove-requested verification of the record. Example: "Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition". (Black's Law Dictionary, Sixth Edition, 1990) This statement must be completed in accordance with the Fair Debt Collection Practices Act (15 USC§ 1692), applicable portion of Truth In Lending (Regulation Z), 12 CFR 226, and demands as cited above in Offer of performance. The debt collector must make all required disclosures clearly and conspicuously in writing regarding the following:

1. Name of Debt Collector: _____
2. Address of Debt Collector: _____
3. Name of alleged Debtor: _____
4. Address of alleged Debtor: _____
5. Alleged Account Number: _____
6. Alleged debt owed: \$ _____
7. Date alleged debt became payable: _____
8. If different from the Debt Collector, what is the name and address of the alleged Original Creditor concerning this alleged account?

9. If the Debt Collector is different from the alleged Original Creditor, does the Debt Collector have a bona fide affidavit of assignment for entering into a contract between the Original Creditor and the Debt Collector?

YESNO
10. Did Debt Collector purchase this alleged account from the alleged Original Creditor?

YESNON/A (Not Applicable)
11. If applicable, date of purchase of this alleged account from alleged account from alleged Original Creditor, and purchase amount:

Date: _____Amount: \$ _____
12. Did Debt Collector purchase this alleged account from a previous debt collector?

YESNON/A (Not Applicable)
13. If applicable, date of purchase of this alleged account from previous debt collector, and purchase amount:

Date: _____Amount: \$ _____
14. What are the terms of the transfer of rights regarding this alleged account?

15. Regarding this alleged account, Debt Collector is currently the:

(A) Owner

(B) Assignee

(C) Other-Explain: _____

16. If applicable, transfer of rights regarding this alleged account was executed by the following method:

(A) Assignment

(B) Negotiation

(C) Novation

(D) Other-Explain: _____

17. If the transfer of rights regarding this alleged account was by assignment, was there consideration?

YES

NO

N/A (Not Applicable)

18. What is the nature and cause of the consideration cited in #17 above?

19. If the transfer of rights regarding this alleged account was by negotiation, was the alleged account taken for value?

YES

NO

N/A (Not Applicable)

20. What is the nature and cause of any value cited in #19 above?

21. If the transfer of rights regarding this alleged account was by novation, was consent given by alleged debtor?

YES

NO

N/A (Not Applicable)

22. What is the nature and cause of any consent in #21 above?

23. Has Debt Collector provided alleged Debtor with the requisite verification of the alleged debt as **required** by the **Fair Debt Collection Practices Act**?

YES

NO

N/A (Not Applicable)

24. Date said verification cited above in #23 was provided by the alleged debtor? _____

25. Was said verification cited above in #23 in the form of a sworn or affirmed oath, affidavit, or deposition?

YES

NO

N/A (Not Applicable)

26. Verification cited above in #23 was provided to the alleged debtor in the form of: _____

OATH

AFFIDAVIT

DEPOSITION

27. Does Debt Collector have knowledge of any claim(s) or defense(s) regarding this alleged account?

YES

NO

N/A (Not Applicable)

28. What is the nature and cause of any claim(s) or defense(s) regarding this alleged account? _____

29. was alleged Debtor sold any products or services by Debt Collector?
 YES NO N/A (Not Applicable)
30. What is the nature and cause of any products or services cited above in #29?

31. Does there exist a verifiable, bona fide, original commercial instrument between Debt Collector and alleged Debtor containing alleged Debtor's bona fide signature?
 YES NO N/A (Not Applicable)
32. What is the nature and cause of any verifiable commercial instrument cited above in #31?

33. Does there exist verifiable evidence of an exchange of a benefit or detriment between Debt Collector and alleged Debtor?
 YES NO N/A (Not Applicable)
34. What is the nature and cause of this evidence of an exchange of a benefit or detriment as cited above in #33?

35. Does any evidence exist of verifiable external act(s) giving the objective semblance of agreement between Debt Collector and alleged Debtor?
 YES NO N/A (Not Applicable)
36. What is the nature and cause of any external act(s) giving the objective semblance of agreement from #35 above?

37. Have any charge-offs or write-offs been made by any creditor or debt collector regarding this alleged account?
 YES NO N/A (Not Applicable)
38. Have any insurance claims been made by any creditor or debt collector regarding this alleged account?
 YES NO N/A (Not Applicable)
39. Have any tax write-offs been made by any creditor or debt collector regarding this alleged account?
 YES NO N/A (Not Applicable)
40. Have any tax deductions been made by any creditor or debt collector regarding this alleged account?
 YES NO N/A (Not Applicable)
41. Have any judgments been obtained by any creditor or debt collector regarding this alleged account?
 YES NO N/A (Not Applicable)
42. At the time the alleged original contract was executed, were all parties advised of the importance of consulting a licensed legal professional before executing the alleged contract?
 YES NO N/A (Not Applicable)
43. At the time the alleged original contract was executed, were all parties apprised of the meaning of the terms and conditions of said alleged original contract?
 YES NO N/A (Not Applicable)

44. At the time the alleged original contract was executed, were all parties apprised that said alleged contract was a private credit instrument?

YES NO

N/A (Not Applicable)

The Debt Collector's failure in completing the questions one (1) through forty four (44) above and returning this Debt Collector Disclosure Statement, as well as providing this Respondent with the requisite **verification** validating the herein-above referenced alleged debt, constitutes Debt Collector's tacit agreement that Debt Collector has no verifiable, lawful, bona fide claim regarding the hereinabove-referenced alleged account. The Debt Collector tacitly agrees that Debt Collector waives all claims against Respondent and indemnifies and holds Respondent harmless against any and all costs and fees heretofore and hereafter incurred and related to any and all collection efforts involving the herein-above referenced alleged account.

DECLARATION: The undersigned hereby declares under penalty of perjury of the laws of this State that the statements made in this Debt Collector Disclosure Statement are true and correct in accordance with the undersigned's best knowledge and belief.

Date

Printed Name of Signatory

Official Title of Signatory

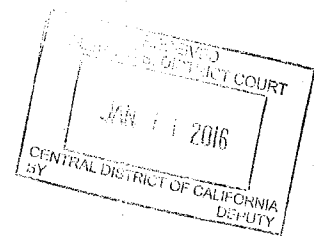
Authorized Signature of Debt Collector

Debt Collector must timely complete and return this Debt Collector Disclosure Statement, along with all required documents referenced in said Debt Collector Disclosure Statement. Debt Collector's claim will not be considered if any portion of this Debt Collector Disclosure Statement is not completed and timely returned with all required documents, which specifically includes the requisite verification, made in accordance with law and codified in the Fair Debt Collection Practices Act at 15 USCS § 1692 et seq., and which states in relevant part: "A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt," which includes "the false representation of the character, or legal status of any debt," and "the threat to take any action that cannot legally be taken," all of which are violations of federal law. If Debt Collector does not respond as required by law, Debt Collector's claim will not be considered and Debt Collector may be liable for damages for any continued collection efforts, as well as any other injury sustained by Respondent. Please allow thirty (30) days for processing after Respondent's receipt of Debt Collector's response.

WHEN COMPLETED RETURN TO:

Yoshio I Acosta 73486-280
Federal Correctional Institute 2
Post Office Box 3850
Adelanto, California 92301

Yosnia
Reg. No. 73486-280
Federal Corrections Complex
Victorville Med. 2
P.O. Box 3850
Adelanto, CA 92301



Civil Section Clerks office
Room G-19
312 N. Spring St.
Los Angeles, CA 90012

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1/16
GAL

Handwritten signature or initials, possibly "H.M.O.", written vertically.